

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

CHARLES COPELAND, ET AL.	§	
	§	
v.	§	CIVIL CASE NO. 4:20-CV-393-SDJ
	§	
ALAMO BILLING COMPANY, ET	§	
AL.	§	

**MEMORANDUM ADOPTING REPORT AND
RECOMMENDATION OF THE UNITED STATES MAGISTRATE JUDGE**

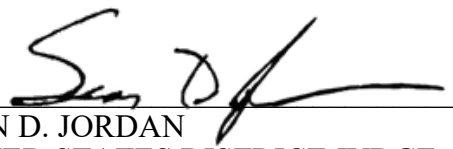
Came on for consideration the Report and Recommendation of the United States Magistrate Judge (“Report”), this matter having been referred to the Magistrate Judge pursuant to 28 U.S.C. § 636. On December 17, 2021, the Report of the Magistrate Judge, (Dkt. #79), was entered containing proposed findings of fact and recommendations that Plaintiffs Charles Copeland and CoFour, LLC’s Motion for Default Judgment Against Alamo Billing Company, (Dkts. #60, #76), be granted in part and denied in part. More specifically, the Magistrate Judge recommended Plaintiffs be granted default judgment against Alamo as to their breach of contract claim only, and that partial default judgment be entered in the amount of \$1,077,374.84, representing \$1,050,536.04 in contract damages, \$24,894.00 in attorney’s fees, \$1,944.80 in costs, and that post-judgment interest be awarded at the prevailing rate upon entry of the judgment.

Having assessed the Report, and no objections thereto having been timely filed, the Court determines that the Magistrate Judge’s Report should be adopted.

It is therefore **ORDERED** that the Motion for Default Judgment Against Alamo Billing Company, (Dkts. #60, #76), is **GRANTED in part** and **DENIED in part** as follows. Default judgment is hereby **GRANTED** as to Plaintiffs' claim for breach of contract only as to Defendant Alamo Billing Company. Plaintiffs should be awarded a partial default judgment against Alamo in the amount of \$1,077,374.84 (\$1,050,536.04 in contract damages, \$24,894.00 in attorney's fees, and \$1,944.80 in costs), in addition to post-judgment interest. All other requested relief should be denied.

In the Motion for Default Judgment, Plaintiffs represent an intent to voluntarily dismiss all remaining claims upon being granted default judgment on the contract claim, (Dkt. #76 at 12). Accordingly, Plaintiffs are directed to proceed with filing any dismissals of their remaining claims against Defendant Alamo Billing Company and to submit a proposed final default judgment within fourteen (14) days of this Memorandum Adopting.

So ORDERED and SIGNED this 14th day of March, 2022.


SEAN D. JORDAN
UNITED STATES DISTRICT JUDGE